

REMARKS

As indicated in the introductory remarks, Applicant gratefully acknowledges the withdrawal of the previous grounds of rejection set forth in the prior Office Action.

Applicant has carefully studied the Office Action of May 28, 2008 and offers the following remarks in response thereto.

Claim Rejections – 35 U.S.C. §§ 102 and 103(a)

Claims 1 – 42 and 44 presently stand rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over U.S. Patent publication 2004/0015427 A1 (Camelio) in view of U.S. Patent 7,003,493 (Weichert) and U.S. Patent publication 2002/0198763 (Pittelli). Without acquiescence in the grounds of rejection or prejudice to pursue at a later time, by continuation application or otherwise, the claims have been amended to clarify the subject matter being claimed. These rejections are respectfully traversed.

Claims 1, 18 and 35 are independent and will be addressed first, followed by the dependent claims.

Claim 1 relates to a computerized system for facilitating the creation and promotion of creative works, comprising (as amended) the following system components:

a user interface routine for visually displaying information about specific undeveloped creative works seeking financial sponsorship, said undeveloped creative works including motion picture works, wherein said information concerning the undeveloped creative works includes a plot description of at least one of the undeveloped motion picture works;

a process handling routine for receiving and processing requests for purchases of benefits relating to a specific undeveloped creative work;

a storage medium for storing user information and associating the patron information to the specific undeveloped creative work selected by the user;

an accounting routine that aggregates monetary amounts in a locked account for use in development of the specific undeveloped creative work and releases all or a portion of the aggregated monies when a predefined target threshold amount is attained to facilitate completion of the specific undeveloped creative work;

an administrative interface routine providing viewing access for the artist associated with developing the undeveloped creative work of the monetary amount in the locked account; and

a benefit redemption routine having access to the patron information stored in the storage medium, for facilitating electronic

notification of patrons associated the specific undeveloped creative work concerning availability of their purchased benefits, or upon the condition that the predefined target threshold amount is not attained.

Claim 1 differs from any of the cited items in significant and non-obvious ways. First, it should be noted that both Camelio and Pittelli are primary (although not exclusively) directed towards musical artists, and the systems they envision are thus geared primarily towards sponsoring musicians. Claim 1 has been amended, among other ways, to focus on undeveloped creative works "including motion picture works," and includes a user interface providing to users "information concerning the undeveloped creative works includes a plot description of at least one of the undeveloped motion picture works."

The Office Action notes that Camelio fails to disclose "facilitating electronic notification of patrons associated with a particular undeveloped creative work concerning availability of their purchased benefits, or upon the condition that the predefined target threshold amount is not attained." (Office Action at p. 3) For this subject matter, the Office Action refers to Pittelli, and specifically paragraphs [0030] and [0034] thereof, and states that Pittelli teaches the predefined target threshold amount not being attained, and that notifying patrons of such would have been obvious. However, Pittelli's system is significantly different from claim 1 in this respect. Fundamentally, Pittelli's

system is geared to providing financial backing for particular artists, not specific undeveloped creative works.¹ Accordingly, in Pittelli, the “milestone” level relates to a particular arbitrary amount of sponsorship for a given artist, to be used “in any manner he or she sees fit” (para. [0030]), and not to a specific undeveloped creative work. Therefore, Pittelli does not render obvious the feature of notifying patrons whether the predefined target threshold amount for developing an undeveloped creative work has been attained.

Even more significantly, as the Office Action notes, Camelio fails to disclose a locked account associated with an undeveloped creative work whereby the aggregated monies in the locked account are released in whole or part when a predefined target threshold amount is attained. (See Office Action at p. 4) For this subject matter, the Office Action cites to Weichert et al, which describes a method for transferring funds in an electronic payment system. Specifically, the Office Action cites to col. 13, lines 43-46 of Weichert et al, and asserts that Weichert et al teaches that funds can be held in an account until a predetermined target amount is reached. However, as an initial matter, Weichert et al is in a completely different field than the claimed invention, and relates to online checking and debt payment. While the Office Action asserts

¹ That is why in Pittelli, general funds are made available to the musician artist when a certain number of “fans” is reached, giving the musician the ability to use the funds at that point in an unrestricted way – that is, “in any manner he or she sees fit.” See Pittelli at para. [0030] (“[A]fter a predefined time, and if the artist meets a predefined set of milestones, the artist can withdraw the fund and use it in any manner he or she sees fit.”). There is no obligation on the part of the musician to utilize the funds for a specific undeveloped creative work.

that both Camelio and Weichert et al are directed towards a "fund transfer system" this is not the case. Weichert et al is directed to an online payment system, but Camelio is directed to a system for sponsoring musical and other artists in exchange for entitlements. A person of ordinary skill in the area of entertainment financing for example would not, it is respectfully submitted, look towards prior art relating primarily to online checking and debt payment in connection with Camelio.

Even so, Weichert et al does not render claim 1 obvious. Weichert et al involves a system where an account owner sets up an account to potentially make automated payments for, e.g., paying periodic debt payments of the like. The payee is a third party with no explicit relation to the owner. While Weichert et al may describe a system that allows automated monetary transfers, it does not change at all Camelio's express teaching that sponsorship funds are only to be released "***upon completion of the project*** and upon the patron receiving the entitlement(s) corresponding to the patronage level" (Camelio at para. [0144]), and thus even a combination of Camelio and Weichert et al would require both completion of the project and provision of the entitlements as preconditions to release of the project funds. Under Camelio's approach, even if combined with Weichert et al, the artist must have sufficient funds to complete the project prior to having access to any escrowed funds received from patrons. By contrast, the system of claim 1 provides a mechanism for graduated release of collected funds when a "predefined target threshold amount is reached," thus ensuring enough capital to complete or

make meaningful progress on the undeveloped creative work, but not requiring that the artist have access to sufficient funds to complete the entire project.

In addition, the account in Weichert et al is not a "locked account" but a general purpose account used for day to day transactions. It does not provide teachings concerning a "locked account" of the nature contemplated by and claimed in claim 1.

Furthermore, claim 1 now includes "an administrative interface routine providing viewing access for the artist associated with developing the undeveloped creative work of the monetary amount in the locked account." This arrangement is radically different than the context of Weichert et al, for example, in that it provides a system whereby the eventual payee (the artist associated with developing the undeveloped creative work) has routine access to the locked account.

For all of the above reasons, individually and collectively, it is respectfully submitted that claim 1 would not have been obvious in view of the cited items.

Independent claim 18 is directed to a method similar to claim 1, and similar remarks generally apply here as well. For example, claim 18 includes the step of "aggregating monetary amounts" from patrons using "a locked account" for the specific undeveloped creative work "until a predefined target amount is reached, whereupon all or a portion of the aggregated monies is released from the locked account to facilitate completion of the specific undeveloped creative work." As previously explained in regard to claim 1,

Camelio does not release funds from the escrow account until the project is completed, and teaches away from the arrangement described both in claim 1 and in claim 18, as amended. Neither Camelio nor its proposed combination with Weichert et al teach or suggest these recitals for the reasons explained with respect to claim 1.

In addition, claim 18 (as amended) includes the steps of "aggregating monetary amounts received from the patrons . . . for the specific undeveloped creative work until a predefined target amount is reached," and "automatically electronically notifying the patrons associated with the specific undeveloped creative work concerning attainment of the predefined benefits if the predefined target amount was attained and, if it was not attained, that a substitute benefit relating to a different specific creative work is available." The Office Action acknowledges that these teachings are lacking in Camelio. (See Office Action, p. 11) Instead, for this subject matter (at least prior to amendment), the Office Action refers to paragraph [0030] of Pittelli. Without acquiescence in the grounds of rejection, claim 18 has been amended, and now recites that "if [the predefined target amount] was not attained," then patrons are automatically electronically notified that "a substitute benefit relating to a different specific creative work is available." It is respectfully submitted that these recitals of claim 18 are found neither in Pittelli or Camelio.

Moreover, as pointed out earlier, Pittelli is geared towards sponsoring artists, not specific undeveloped creative works. Therefore, it would not have been obvious in view of Pittelli to provide a substitute benefit relating to a

different specific creative work if a predefined target amount for an original specific undeveloped creative work is not attained. Again, Pittelli's fundraising sponsorship level pertains to arbitrary goals for particular artists, not specific creative works.

Independent claim 35 relates to a computerized system for facilitating the creation and promotion of creative works, and includes, among other things, an "accounting engine that aggregates monetary amounts from the patrons for each of the specific undeveloped creative works in a locked account, automatically transmits an electronic notification upon attainment of a predefined target amount, and releases all or a portion of the aggregated monetary amount from the locked account when the predefined target amount is attained so as to facilitate completion of the specific undeveloped creative work," and a "benefit redemption processing engine . . . for electronically notifying those patrons having purchased predefined benefits relating to a specific creative work concerning availability or attainment of their predefined benefits if the predefined target amount was reached and, if was not, that the predefined target amount was not attained." For reasons previously described, the proposed combination of Camelio and Weichert et al does not teach or suggest aggregating monetary amounts "in a locked account" and "releas[ing] all or a portion of the aggregated monetary amount from the locked account when the predefined target amount is attained so as to facilitate completion of the specific undeveloped creative work." Rather, as previously noted, Camelio only releases the funds upon completion of the project and after certain other

requirements (i.e., provision of the entitlement(s)). Accordingly, it is respectfully submitted that claim 35 should be allowable over the cited items for at least this reason.

Claims 2 – 17, 19 – 34, and 36 – 42 depend upon independent claims 1, 18 or 35, and thus should be allowable at least for the reason of depending from an allowable base claim.

In addition, further novel and non-obvious differences are believed to exist between the dependent claims and the cited items. As one example, claim 17 recites that the benefit redemption routine “electronically transmits a key number to said patrons, which may be used by said patrons to redeem the purchased benefit online and/or at a point-of-sale location.” While the Office Action notes that this feature is absent from Camelio, the Office Action does not point to any specific prior art in which these teachings can be found in combination with the other recitals of claim 1. Specifically, it is respectfully submitted that none of the cited items suggests the use of a “key number” in exchange for financial sponsorship of an undeveloped creative work, which results in the ability to redeem the purchased benefit online or at a point-of-sale location. Electronic coupons are inapplicable, for among other reasons, as they are generally pertain to a different context.

Claim 31, as amended, recites step of “allowing selective access by patrons purchasing predefined benefits relating to the undeveloped creative work to updated or additional presentation information relating to in-progress development or completion of the creative work, said updated or additional

presentation information being unavailable to the general public.” Similarly, claim 35 as amended recites “providing selective access to the updated or additional audio and/or visual presentation information only for patrons having purchased predefined benefits relating to the creative work.” It is respectfully submitted that these features are neither disclosed in nor suggested by the cited items.

In sum, it is respectfully submitted that claims 1 – 42 and 44 are non-obvious over the three cited items.

Reservation of Right to Challenge Cited Items

While Applicant has addressed the cited items on the merits, this should not be construed as an admission that they constitute prior art as against the claimed invention. Applicant reserves the right to antedate either of the cited patent publications pursuant to the appropriate rules, laws, and regulations if deemed necessary to do so.

Likewise, Applicant’s election to address the cited patent publications on the merits should not be construed as an admission they provide an enabling disclosure. Applicant reserves the right to challenge the sufficiency of the cited items at a later point in time, including in any post-issuance proceeding or suit, if appropriate.

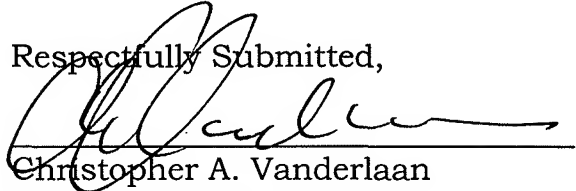
Request for Allowance

The undersigned has made a good faith effort to respond to all of the rejections in the case and to place the claims in condition for immediate allowance. Nevertheless, if any unresolved issue remains, the Examiner is invited to contact the undersigned by telephone to discuss those issues so that the Notice of Allowance can be mailed at the earliest possible date.

It is believed that the instant application is in condition for final allowance, and, accordingly, issuance of a notice of allowance is earnestly solicited.

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Respectfully Submitted,



Christopher A. Vanderlaan
Registration No. 37,747

IRELL & MANELLA LLP

1800 Avenue of the Stars, Suite 900
Los Angeles, CA 90067
Telephone: (310) 277-1010
Facsimile: (310) 203-7199